TERMS OF SERVICE

TOS 2.5

last update 15/06/2026

1. Introduction

Welcome to GloryPay, accessible at www.GloryPay.com. By using our Platform, you agree to comply with and be bound by the following terms and conditions. Please read these terms carefully before using our services and check back regularly for any updates.

For the purposes of these terms, “Services” refers to the mobile payment functionalities provided by GloryPay, including the ability to top up digital wallets, make payments to service providers, manage account details, and perform other related financial transactions.

GloryPay is a secure and discreet mobile payment Platform, purpose-built for fast and anonymous financial interactions. All transactions are processed in Euros.

GloryPay provides a protected environment where clients pay with their mobile payment app, service providers, and maintain control of their financial activity. Enhanced with KYC/AML verification for higher-value transactions and strong security protocols, GloryPay redefines privacy and efficiency in digital payments.

GloryPay sets a new standard for confidentiality and the future of financial transactions.

2. Regulated Financial Services Provided by Paynovate SA

GloryPay is operated by Xnity SA, Avenue Louise 231, 1050 Brussels, Belgium.

Xnity SA acts as an authorised Agent of Paynovate SA, a licensed Electronic Money Institution (Belgian NBB licence number 0506.763.929).

All regulated payment services, including the issuance and redemption of electronic money, SEPA payment accounts, IBAN accounts, SEPA transfers, direct debits, security controls (SCA), fraud monitoring, and AML/CTF compliance, are provided exclusively by Paynovate SA.

By using GloryPay, you explicitly agree to the Paynovate Terms and Conditions for Provision of SEPA Payment Accounts, which form an integral part of this Agreement and prevail in case of conflict for regulated services.

GloryPay provides the mobile application, user interface, onboarding support, identity collection, and front-end experience, but does not provide regulated payment services.

Paynovate's Terms are accessible at https://www.paynovate.com or Annex 1.

3. Definitions and Scope

This Terms of Service ("Terms of Service" or "Terms") constitutes a legal agreement between us ("us," "our," "we," "Platform," or "GloryPay") and you, either as an individual or legal entity, who engages with or utilizes our services.

GloryPay is a registered company operating under the name Xnity SA, duly incorporated in Belgium, Av. Louise 231, 1050 Bruxelles, and maintains its registered office at Av. Louise 231, 1050 Bruxelles. Our Platform, GloryPay, is bound by the laws and regulations governing our jurisdiction, ensuring compliance and accountability in all business dealings.

For clarity, all agreements, transactions, and contractual arrangements made between you and us shall be entered into solely with our registered company, Xnity SA. This provision affirms that any and all rights, obligations, and responsibilities arising from these agreements are strictly between you and Xnity SA as the legal entity.

4. Additional Terms That Apply To You

Please read the Privacy Policy carefully to understand how your information is collected, used, and shared in connection with these Terms. By using our services, you acknowledge and accept the Privacy Policy.

Service Providers are subject to additional terms outlined in the Provider Terms agreement, which shall be read together with these Terms as one cohesive agreement.

5. Eligibility

You may only enter into these Terms if you are over the age of majority and able to enter into a legally binding contract in the country in which you reside.

You must not use the Terms if you have previously been terminated or suspended from using any of our services.

You must ensure that all personal information in your account, including your name, account details, country, and other relevant data, is accurate and up to date. Eligibility for our Terms of Service depends upon the accuracy of this information.

If any personal information we have recorded for you is incorrect, or if your details change over time, you are required to update this information in your account settings or contact our support team at info@GloryPay.com before continuing to use our services.

6. Payment and Transactions

Fees and Charges

GloryPay may apply fees for certain services, including transactions, currency conversions, or withdrawals. All applicable fees will be clearly disclosed before you confirm any transaction.

By using GloryPay, you acknowledge and agree to pay all fees associated with your account and its various transactions. This includes, but is not limited to, fees for services such as transactions, currency conversions, and withdrawals.

Withdrawal of Funds

When withdrawing funds from your GloryPay wallet, please be advised that transactions may take up to multiple business days to process. You will receive a notification confirming the successful transfer of funds.

Withdrawals to payment accounts may necessitate compliance with KYC (Know Your Customer) procedures for verification purposes.

Refusal or Delay of Payments

GloryPay reserves the right to refuse or delay payments (both inbound and outbound) under the following circumstances:

- If legal or regulatory requirements prevent us from processing the payment or necessitate further verification.
- If you have violated these Terms, which justifies the refusal or delay of payment.
- If your payment instructions are incomplete or insufficient for us to proceed.
- If the payment amount exceeds your account limits.
- If there are insufficient funds in your account.
- If you are subject to a bankruptcy order or have entered into an individual voluntary arrangement.
- If, despite our best efforts, we are unable to process the payment due to technical failures, system maintenance, operational disruptions, telecommunications issues, third-party service provider outages, card scheme restrictions, banking partner issues, security concerns, fraud

prevention measures, AML/CTF obligations, regulatory requirements, or any other circumstances beyond our reasonable control.
- If a third party (such as Mastercard or Visa) blocks the payment.
- If you have an outstanding debt to us or if we exercise our right of set-off.
- If we have requested important information that you have not provided.
- If your account is currently suspended.

In the event of a payment refusal or delay, we will promptly notify you. You can reach out to us via the app or at info@GloryPay.com to resolve any issues.

7. Identification, Security and Prevention of Fraud

Accuracy of Information

You must provide complete and accurate information about yourself and your use of the Terms at the time of submission. It is your responsibility to keep this information up-to-date. To the extent permitted by law, we and our service providers may verify your identity.

Unauthorised Access

You must notify us immediately if you become aware of any unauthorized use or access to your account. You are responsible for any actions taken through the use of your credentials, except for actions taken after you have informed us of any compromise to your account or credentials.

If you believe funds have been stolen from your account, please notify us through the GloryPay app or at info@GloryPay.com as soon as possible, and no later than 13 months after the transaction date.

We will refund the stolen funds to your account if:

- You were unaware that your security details were at risk.
- The payment occurred due to an error on our part.
- The payment was made after you informed us of a security breach or theft of your account.
- Legal requirements for the payment were not followed by us.

GloryPay will not issue refunds for any fraudulent actions or if you negligently handled your security details, unless you informed us before the payment was processed.

8. Permitted Use

You agree to use GloryPay solely for lawful purposes and in compliance with all applicable laws, regulations, and legal obligations. Engaging in any form of harassment, fraudulent activity, or other illegal conduct on the Platform is strictly prohibited.

You are prohibited from using the Platform to engage in any activities that violate applicable laws, regulations, or ethical standards. This includes, but is not limited to, fraud, unauthorized access to accounts, or any disruptive behaviour that may compromise the integrity of the Platform. Any such misuse may result in immediate suspension or permanent termination of your account.

GloryPay is strictly intended for lawful activities including the adult industry and adult service providers.
The Platform may not be used for activities unrelated to the adult industry, including but not limited to:
• Forex trading or investment services
• Gambling, gaming, betting, or casino-related activities
• Cryptocurrency scams or unauthorized financial services
• Phishing, fraud, money mule activity, identity theft, or cybercrime
• Money laundering, terrorist financing, or sanctions evasion
• High-risk financial schemes or unlicensed financial activities
• Any criminal, deceptive, abusive, or illegal activity
• Any business or activity that does not fall within the lawful adult industry ecosystem approved by GloryPay

GloryPay reserves the right to suspend, restrict, or permanently terminate any account suspected of being used for prohibited or unauthorized activities, with or without prior notice, and may report such activities to competent authorities, financial institutions, card schemes, or regulatory bodies where legally required.

In the event that prohibited use of the Platform is suspected or detected, we reserve the right to take appropriate action against users who violate ours Terms, which may include suspending or terminating your account without prior notice. We will inform you via the app as soon as possible, explaining the reasons unless it would be unlawful or compromise security. Additionally, serious violations may be reported to the relevant authorities for further investigation or legal action. By using our services, you acknowledge and accept these terms and agree to abide by all applicable laws and regulations. For more information on Termination, please check section 11 of our Terms.

9. Your GloryPay Account

Clients can make secure payments either through their original mobile app or via GloryPay, a neutral and discreet application. In both cases, transactions remain completely anonymous.

GloryPay is exclusively intended for service providers operating within the adult industry.

Each app is tailored to its specific user group, allowing for seamless account management, updates, and support, all within the app.

Updating or Removing Your Account

To update your account information, log in to the respective GloryPay app (client or service provider) and access the account settings section. You can modify your details as needed, subject to verification for certain changes.

If you wish to delete your account, please contact our support team through the app or email us at info@GloryPay.com. Account deletion requests will be processed in accordance with our Terms of Service and applicable legal requirements.

Adding or Removing Payment Method

To add or remove a payment method, log in to your GloryPay app (client or service provider) and navigate to the payment settings section. You can securely link or unlink payment methods such as credit cards or cryptocurrency wallets. Changes are subject to verification to ensure account security and compliance with platform policies.

Dormant Accounts

An account may remain dormant (inactive) for up to 12 months before inactivity fees are applied. If charges apply, they will be clearly outlined in your account agreement and deducted from your wallet balance. Users will receive prior notification of any charges related to account dormancy.

10. Our Intellectual Property Rights

We own all rights, title, and interest in our services, including but not limited to all Intellectual Property Rights associated with them. Your use of our services is subject to these Terms, and these Terms do not grant you any rights to our Intellectual Property Rights or the Intellectual Property Rights of our licensors, licensees, or partners.

11. Feedback

You may choose to submit feedback, ideas and suggestions about our Terms of Service, but it is never required. You may provide us with feedback by contacting support at info@GloryPay.com. You agree that we may use and share all feedback, ideas, and suggestions you submit for any purpose and without compensation or obligation to you.

12. Suspension and Termination

Account Suspension

GloryPay reserves the right to block or suspend your account to comply with legal obligations or if we have reasonable grounds to believe that your account has been compromised. In such cases, we will notify you via the app as promptly as possible, providing an explanation for the action taken, unless doing so would violate the law or compromise security.

Additionally, we may suspend or close your account under the following circumstances:

- We suspect fraudulent or criminal activity associated with your account.
- You fail to provide required information or submit false or misleading information.
- You breach any provisions of these Terms.
- Your use of GloryPay negatively impacts the platform or its users.
- You exhibit abusive behaviour toward our support team.
- You have been declared bankrupt or are in a state of financial default.
- Such action is mandated by law or pursuant to a court order.

If your account is suspended or closed, you may face limitations on certain transactions, including restrictions on liquidating your balance.

Termination

Termination by Us:

We may terminate these Terms, and we may limit, suspend, change, or remove your access to any or all Services, at any time for any reason. If commercially reasonable, we will take reasonable steps to notify you before taking any action that restricts your access to the Services. If in our sole judgement you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we may terminate these Terms of Service at any time without notice to you and accordingly we may terminate your access to the Consumer Services.

Termination by You:

Users can terminate their relationship with GloryPay at any time by requesting account closure through the respective mobile application or by contacting customer support.

1. For Consumers and Service Providers:
 - Both consumers and service providers can terminate their accounts, but service providers may need to fulfil any outstanding obligations (e.g., pending transactions or compliance checks) before account closure is processed.

2. Fees Upon Termination:
 - No fees are charged for account termination. However, users are responsible for settling any outstanding balances or pending fees prior to account closure.

 - Fees and costs on closure, suspension or termination:
No fee is charged solely for closing a payment account or terminating the framework contract, except where a charge is expressly permitted by applicable law and disclosed in the applicable fee schedule.
The user remains liable for any outstanding fees, negative balances, chargebacks, recalls, refunds, penalties imposed by payment schemes or correspondent/third-party providers, and other amounts that are expressly due under these Terms.
Where the account is suspended, restricted or terminated because of the user's breach of these Terms, provision of false or misleading information, prohibited activity, fraud, misuse of the services, or failure to provide information reasonably required for legal or regulatory compliance, GloryPay may recover from the user only those external or exceptional costs that are actually incurred, documented, proportionate, and directly attributable to that breach or misconduct. Ordinary onboarding, monitoring, AML/CTF, sanctions screening, compliance review, and regulatory compliance costs shall not be charged to the user unless expressly set out in the fee schedule and permitted by applicable law.
Any deduction from the account balance may be made only where the amount is contractually due, legally permitted, and not restricted by AML/CTF, sanctions, court, regulator, FIU, insolvency, safeguarding, or other legal requirements. Where disclosure is legally permitted, the user will be provided with an itemised statement of the deducted amounts and may challenge the deduction through the complaints procedure.
Any remaining funds will be returned only where legally permitted, normally to the original funding source or another verified account in the user's name, after completion of required compliance checks.

3. Termination Process:

- Account termination is not instant. It may take up to 14 days to process, depending on verification requirements and pending transactions. Users will be notified once the termination is complete.

Effect of Termination: Upon termination, you will not have any further use of or access to our Services. Subject to applicable law, you will also not have any use of or access to any information you submitted throughout your use of our Services and all rights granted under these Terms will end. Termination does not relieve you of your obligations to pay amounts owed to GloryPay, Service Providers, or others. Termination does not revoke any third-party payment authorizations. The following provisions will survive even after these Terms terminate: Our Intellectual Property, Feedback, Disclaimer of Warranties, Limitation of Liability, Governing Law, Assignment and Third Party Beneficiaries, and Miscellaneous Terms.

13. Disclaimer of Warranties

The Terms of Service are provided "as-is" and without any representation or warranty, whether express or implied. We, our affiliates, and our respective agents, and contractors, (together, the "Disclaiming Entities") make no representation or warranty of any kind whatsoever (other than those implied by statute) with respect to the Terms or the content, materials, information and functions we make accessible, and specifically disclaim all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. We do not promise that the Consumer Services will be uninterrupted, error-free, or secure.

We do not have control over the businesses from which you're purchasing when using our Services, and we do not promise or imply that the products or services you purchase will work as promised or be safe to use.

14. Limitation of Liability

The Disclaiming Entities shall not be liable for any failure to fulfil our obligations under these Terms resulting from a Force Majeure Event. A "Force Majeure Event" refers to any occurrence beyond the control of GloryPay or its affiliates, including, but not limited to: strikes or other labour disputes; labour shortages, stoppages, or slowdowns; supply chain disruptions; embargoes or blockades; telecommunications breakdowns; power outages or shortages; transportation service limitations; delays or inability to obtain necessary supplies; severe weather conditions; earthquakes; fires; floods; acts of God; riots; civil disturbances; governmental emergencies; epidemics or pandemics; public health crises; wars; invasions; hostilities (whether or not war is declared); threats or acts of terrorism; compliance with laws; or actions by Governmental Authorities.

The Disclaiming Entities will not be liable to you for any failure to perform our obligations under these Terms where performance of that obligation would have put us in violation of applicable law.

You and we agree that the other has relied on the disclaimer of warranties and limitation of liability stated above in entering into these Terms, the limitation and disclaimer are essential to the agreement between you and us under these Terms, and they will apply to the fullest extent allowed by law.

15. Governing Law and Dispute Resolution

This Terms of Service shall be governed by and construed in accordance with the laws of Belgium, without regard to its conflict of law principles.

Three-Step Process: Negotiation, then mediation, followed by arbitration if earlier steps do not resolve the dispute.

Seat of Arbitration/Institution: Belgium
Number of Arbitrators: One (1)
Governing Law: Belgium
Language of Arbitration: English

16. Assignment and Third-Party Beneficiary

You must not assign your rights or obligations under these Terms to anyone without our prior written consent. We may delegate performing our obligations, and we may assign our rights and obligations under these Terms to our affiliates, at any time for any reason by providing notice to you.

17. Miscellaneous Terms

These Terms, Privacy Policy, and the explicit terms we offer and you accept during the course of our relationship, constitute the entire agreement between you and us regarding the Terms of Service. These Terms do not create any partnership, joint venture, or other agency relationship between you and us. If we do not immediately exercise a right, we have under these Terms, we do not waive that right. We retain the right to enforce any part of these Terms at a later time. If any part of these Terms is found unenforceable, that part will be disregarded, and all remaining terms will remain in effect.

We reserve the right to change any of our Terms at any time, and it is your responsibility to stay informed and updated on these changes. Significant changes will be communicated via the platform, and continued use of GloryPay, during two months after the communication of the changes, indicates your acceptance of updated terms.

18. Contact

If you have a question about the Terms of Service or how these Terms apply to you, please contact our support team at info@GloryPay.com.

TERMS OF SERVICE FOR SERVICE PROVIDERS

1. Introduction

These terms for Service Providers ("Provider Terms") are an integral part of the overall terms governing your use of GloryPay, and must be read together with the Terms of Service. Together, they constitute one unified agreement. In case of any conflict, these Provider Terms will prevail specifically concerning Service Providers.

By registering as a Service Provider on GloryPay, you agree to these Provider Terms, which include specific obligations, rights, and limitations relevant to Service Providers. Failure to comply may result in account suspension or termination.

Service Providers: Refers to registered individuals or businesses using GloryPay to offer and receive payment for services rendered.

2. Service Eligibility and Professional Conduct

Eligibility: Service Providers must be legally qualified to enter binding agreements in their jurisdiction

Professional Standards: Service Providers agree to maintain high standards of conduct when interacting with clients, and to avoid activities that may damage the reputation of GloryPay or its users.

Permissible Services: Services provided on GloryPay must align with its guidelines and legal requirements. All services must be consensual, professional, and free from any form of exploitation.

3. Payment Processing and Fees

Payments to Service Providers are subject to platform fees and will be processed following successful transaction verification/ at the time of transaction. GloryPay may deduct applicable charges from each transaction as per the disclosed rates. Payments may be processed in multiple currencies, with conversion fees applied.

Service Providers can expect payment transfers within 7 business days, with additional time required for international transactions or specific bank requirements.

4. Account and Security

Account Accuracy: Service Providers are responsible for maintaining accurate account information, including any business details and identification required by GloryPay for verification.

Security Measures: GloryPay requires Service Providers to implement secure practices to protect their account credentials. Providers are responsible for any activity on their account unless reported otherwise to GloryPay.

5. Permitted Use and Content Standards

Service Providers may offer services that have been approved for transactions by GloryPay, including lawful engagements such as companionship for social or business events or other agreed-upon services. The Platform does not offer these services but solely facilitates transactions and payment processing between Consumers and Service Providers.

Providers are responsible for ensuring that all content shared on the Platform, including service descriptions and advertisements, adheres to GloryPay's policies and excludes any unlawful, prohibited, or otherwise non-compliant materials.

6. Dispute Resolution and Client Interactions

Providers are encouraged to resolve any disputes with clients amicably. GloryPay may offer mediation support but is not liable for issues arising between clients and Providers unless caused by Platform errors.

In cases of client refunds or chargebacks, Providers may bear financial responsibility, particularly if the dispute arises from service issues or violations of the Provider Terms.

7. Suspension and Termination

GloryPay reserves the right to suspend Provider accounts for any violation of these Provider Terms, particularly concerning unlawful activities, content violations, or any behavior that threatens Platform security.

GloryPay may terminate a Provider's access to the Platform following repeated violations or for any reason outlined in the Terms of Service. Providers may also terminate their relationship by following the account closure procedures in the Terms of Service.

8. Confidentiality and Data Handling

Providers agree to maintain the confidentiality of all information obtained through the Platform or from clients, refraining from disclosing any such information unless legally mandated. This includes personal client details, transaction history, and any non-public information shared by GloryPay. Additionally, providers must adhere to applicable data protection laws in their business operations and ensure the secure handling of client data in accordance with GloryPay's data protection and privacy requirements.

9. Governing Law and Dispute Resolution

This Terms of Service shall be governed by and construed in accordance with the laws of Belgium, without regard to its conflict of law principles.

Three-Step Process: Negotiation, then mediation, followed by arbitration if earlier steps do not resolve the dispute.

Seat of Arbitration/Institution: Belgium
Number of Arbitrators: One (1)
Governing Law: Belgium
Language of Arbitration: English

10. Additional Obligations

Providers are responsible for complying with all applicable third-party obligations, including local business licensing, taxes, and regulatory standards.

ANNEX 1

Terms and conditions Paynovate for provision of SEPA payment accounts

1. General provisions

The present Agreement is concluded between Paynovate and the Client.

1.1. Object of the Agreement

The present Agreement determines the main terms and conditions between the Client and Paynovate when the Client opens an Account at Paynovate by registering in its System and uses other services provided by Paynovate. Conditions of separate services provided by Paynovate are set under the Supplements to the Agreement, other agreements and rules which are an integral part of the present Agreement.

These conditions apply to the Client after the Client becomes acquainted with the terms of the agreement and starts using the respective services. In addition to the present Agreement, the relationship between Paynovate and the Client related to provision of Services is also governed by legal acts applicable to the Client, agreements concluded with the Client, other agreements, rules and principles of reasonableness, justice, and fairness.

Paynovate shall keep under secrecy any data that have become known to it from its relations with the Client, including data about the Client, their Account, and payment transactions (hereinafter the Client's data subject to banking secrecy) for an unspecified term. Paynovate may disclose the Client's data subject to banking secrecy to a third party if it arises from the legislation or from the general terms and conditions of Paynovate.

1.2. Definitions

Agreement: means the Agreement between the Client and Paynovate, which includes the present Terms and conditions for provision of payment Accounts for business clients, and any other conditions and documents (supplements, agreements, rules, declarations, etc.).

Business Day: means a day when Paynovate provides its services, set by Paynovate. Paynovate can set different business days for different services.

Client / Customer: means a legal person or a natural person who has concluded the Agreement on Paynovate services.

Client's Representative: means the executive manager of the Client, or the Client's other representative, who is authorized to represent the Client in cooperation with Paynovate under legal acts and/or activity documents of the legal person.

Client Identification: means verification of the identity of the Client and/or their beneficial owners under the procedure laid down in the System.

Commission Fee: means a fee charged by Paynovate for a Payment Transaction and/or related services.

Consent: means consent of the Payer to perform a Payment Transaction submitted under the procedure set forth by Article 8 of the Agreement.

Electronic Money: means the Client's money charged or transferred to and held in a Paynovate Account, designated for Payment Transactions via the System.

Party: means Paynovate or the Client.

Password (Passwords): means any code created by the Client in the system, a code created by the Client and used for Strong Client Authentication, or a code provided to the Client for access to the

Profile and/or the Paynovate Account, or for the initiation, confirmation, and management of separate services of Paynovate, and/or initiation, authorization, implementation, confirmation, and reception of a Payment Transaction.

Payment Transfer: means a payment transaction wherein funds are transferred to a payment account of the Recipient under the initiative of the Payer.

Payment Order: means an order (payment transfer) from the Payer or the Recipient to the Provider of Payment Services to execute a Payment Transaction.

Payment Transaction: means a money transfer or cash-in/out operation initiated by the Payer, in the Payer's name, or by the Recipient.

Payment Service: means services, during the provision of which conditions to deposit to and withdraw cash from the payment account are created, as well as all transactions related to the management of the payment account; payment transactions, including transfer of money held on the payment account opened in Paynovate of the payment service provider of the User of payment services, or in another payment institution; payment transactions when money is given to the User of payment services under a credit line: payment transactions using a payment card or a similar instrument and/or credit transfers, including periodic transfers; issuance and/or acceptance of payment instruments; money remittances; payment initiation services; account information services.

Payment Instrument: means any payment instrument which the System allows to link to the Paynovate Account and use it to perform Payment Transfers.

Payer: means a natural (private) or legal person, or other organization or its branch, that has a payment account and allows to execute a payment order from this account, or, in the absence of a payment account, submits a Payment Order.

Paynovate: means Paynovate company and other legal persons who may be hired for the purpose of service provision. Paynovate is a Belgian E-Money Institution under the prudential Authority of the National Bank of Belgium, incorporated under the laws of Belgium and registered at the Belgian Crossroads Bank of enterprises under the number 0506.763.929.

Paynovate Account or Account: means an account opened in the System in the name of the Client and used to make payments and other Payment Transactions. An Account is opened only upon identification of the Client.

Paynovate Application (also mentioned below as "System" or "App"): means a mobile/software application for Paynovate account management, installed on mobile devices and used for the provision of Paynovate services.

Personal Data: means any information related to the natural (private) person whose identity is known or can be directly or indirectly determined by using a personal code (national ID number) and one or more physical, physiological, psychological, economic, cultural, or social features specific to the individual.

Pricing: means prices for Paynovate services and transactions confirmed by Paynovate in accordance with the established regulations.

Profile: means the result of registration in the computer system, during which personal data of the registered person is saved, a login name is created, and their rights in the system are defined.

Recipient: means a natural or legal person, or another organization or its branch, specified in the Payment Order as a recipient of the funds of the Payment transaction.

SEPA Mandate: means the specific form of Mandate required to be used in order to effect Credit or Direct Debits in SEPA.

Services: means the service of issuance and redemption of electronic money and other services provided by Paynovate included providing IBAN accounts, the possibility of making SEPA and direct

debit transfers ; a payment service provided by Paynovate, also any other service provided by Paynovate.

Strong Client Authentication: means the procedure of verification of the identity of a natural or legal person based on the use of two or more elements categorized as knowledge (e.g. static password, code, personal identification number), possession (e.g. token, smart card, mobile phone) and inherence (e.g. biometric characteristics, such as a fingerprint). This procedure is applied when the Client is logging in to their payment account online or through other means of remote access, initiates an electronic payment transaction and, through the means of remote access, carries out any action that might be related to the risk of fraud in carrying out a payment or any other types of misuse.

Unique Identifier: means a combination of letters, numbers, or symbols which Paynovate, as a provider of payment services, provides to the User of payments services, and which is used to identify the User of payment services participating in the Payment Transaction, and/or the account of the User used in the Payment Transaction.

1.3. Registration in the system

To start using Paynovate Services, the Client has to register in the System. The use of the Paynovate Application is described in the Terms of Use available in the system. Paynovate has the right to refuse to register the new Client without indicating the reasons, however, Paynovate assures that the refusal to register will always be based on significant reasons which Paynovate does not have to or does not have the right to reveal.

The Account for the Client can be opened by the Client's Representative. By registering the Client in the System, the Client's Representative confirms that they are duly elected or appointed to represent the Client, also that the legal entity represented by them is properly established and operates lawfully. The Client's Representative must provide the documents specified in the System in order to be duly verified under the procedures laid down in the System.

If the onboarding procedure is successfully completed and Paynovate is satisfied with the identification and verification of the identity of the Customer concerned, the Bank shall confirm the acceptance of the Customer, Paynovate shall confirm the Customer's acceptance and the contractual relationship between the Customer and Paynovate shall take effect in accordance with these General Terms and Conditions.

The Agreement comes into force after the client's Representative has registered the Client in the System, learned the terms and conditions of the present Agreement and every related document, and electronically expressed their consent to comply with them. The Agreement is valid for an unlimited period of time.

By registering in the System, the Client confirms that they agree to the terms of the Agreement and undertakes to observe them. The Client confirms that they have provided the correct data when registering in the System and, if there is a need to change or add data, the Client will submit correct data only. The Client shall bear any losses that may occur due to the submission of invalid data.

In order for Paynovate to start or continue the provision of Services, the Client and/or the Client's Representative shall confirm the profile, the provision of a new

Service or a part of a Service and perform the Client identification procedure under the circumstances and procedures set out in the Agreement or in the System. The Client identification procedure, confirmation of the Profile, and provision of new Services is performed in order to ensure the protection of the interests of the Client and Paynovate.

Paynovate has the right to demand data and/or documents that would help Paynovate identify the Client and/or receive significant information necessary for proper provision of Paynovate Services to the Client. Specific data and/or documents to be submitted shall be indicated in the message to the Client about the necessity to perform Client identification or other verification procedures.

For the purpose of performing Client identification, Paynovate has the right demand the Client to perform the following actions:

● Provide originals of the documents required by Paynovate and/or their copies of documents approved by a notary, or another person authorized by the state.

● Paynovate, in performing the obligation to identify the beneficiary, has the right to require the Client to submit a valid list of participants of their legal entity. When submitting this list, the Client must confirm that it is relevant and accurate and that the listed persons control the shares of the legal person in their own name and not in the name of third parties. If the shares of the legal entity are controlled in the name of third persons, the Client must indicate these circumstances in addition, also specifying the third parties who are managing the shares. Paynovate has the right to refuse to provide Services if it turns out that it is not possible to identify the beneficiaries of the legal entity.

The Parties agree that the Client can confirm -or sign- documents (e.g., agreements, consents, etc.) by electronic means.

Paynovate has the right to demand additional information and/or documents related to the Client or transactions executed by them and has the right to suspend a transaction of the Client until the Client provides additional information and/or documents related to the suspended transaction. Paynovate has also the right to request the Client to fill in and periodically update the Client's questionnaire. If the Client does not provide additional information and/or documents within a reasonable time period set by Paynovate, Paynovate has the right to suspend the provision of all or a part of the Services to the Client.

2. How the Payment Account works

In the event of acceptance of the opening of the Payment Account, an email of confirmation will be sent by Paynovate to the Client. The payment account number (IBAN number) opened in the name of the Client is available in its Personal Area.

The Client can then send funds to their Payment Account, via SEPA transfer, by a first incoming transfer from an account opened in their name with a payment service provider located in the European Union, the European Area or a third countries imposing equivalent obligations in the fight against money laundering and the financing of terrorism. Notwithstanding the foregoing, the Client may not make any Payment Transactions until Paynovate has proceeded activation of all Services.

The Client can manage the Account via the Internet by logging in to the personal Profile of the Client with the login and password and carrying out additional authentication (Strong Customer Authentication).

2.1. Designation of users

The opening of the Account is made through the Owner who has the rights to represent and engage the Client. The Owner may be a corporate officer or a natural person other than the corporate officer expressly mandated by the Client. In the event of loss by the Owner of his/her rights to the Account (for example, change of the corporate officer or revocation of the Power of attorney of the authorized person), the Client undertakes to inform Paynovate without delay. In the absence of notification or in the event of late notification, the liability of Paynovate cannot be engaged.

Moreover, the Client may give Power of attorney to Administrators or Members authorized to use the Services on their behalf and for their account, and under their entire responsibility. The Power of attorney form is available in the Personal Area of the Account's Owner or Administrator. The power of attorney will only take effect upon receipt by Paynovate of the duly completed form and the required supporting documents. The power of attorney ceases automatically upon the death of the Owner or the Administrator who has issued it. The power of attorney may be revoked by the Client at any time by informing Paynovate through their Personal Area without undue delay. If the notification is not made or is made late, the Power of attorney remains valid and Paynovate cannot be held liable. The Client

expressly discloses the obligation of professional secrecy relating to the Payment Account data in respect of Users.

The Client determines for each User the scope of the rights he/she has on the Payment Account. Each User is assigned Personalized Security Data of his/her own, in order to access his/her Personal Area. The Personal Area of each User is personalized according to the rights granted to him/her by the Client. The different Users profiles are: Owner, Administrator, and Member.

2.2. Personalized security data

The Client must take all reasonable steps to maintain the confidentiality and security of its Personalized Security Data. It also undertakes to make users aware of the preservation of the confidentiality and security of their own personalized security data.

The Client (and each User) undertakes not to communicate their Personalized Security Data to third parties. Exceptionally, the Client may communicate them to an Access.

Service Provider for the purpose of providing the account information service or the payment initiation service. In this case, and having expressly consented to access their Account, the Client must ensure that the said Provider is approved or registered for the aforementioned services, and that they enter their Personalized Security Data in a secure environment.

Paynovate reserves the right to refuse access to the Payment Account to such a Provider if it suspects that access to the Account is not authorized or fraudulent. Paynovate will inform the Client by any means of the refusal of access to the Payment Account and the reasons for such refusal, unless this information is not available for objectively justified security reasons or under a relevant provision of national or European Union regulation.

2.3. Statements

The Client is informed by Paynovate of any provision of information on a durable medium within the meaning of the law and case law. Paynovate provides the Client with a statement of the Payment Transactions on their Account. This statement is available in their Personal Area.

The Client undertakes to check the contents of the Statement of Operations and to keep it for a minimum of five (5) years. The statement is a legal record of all Payment Transactions made on the Payment Account.

2.4. Balance of the payment account

As the Client's Payment Account balance cannot be in any way negative, the Client undertakes to maintain a sufficient balance on their Payment Account to ensure the execution of the Payment Transactions. In the case of an insufficient balance, Paynovate shall reject the Transactions concerned.

Exceptionally, and without any obligation of payment facility, Paynovate may be required to pay one or more Transactions, the amount of which would be greater than the balance of the Client's Payment Account (in particular in the case of an Operation by card without prior authorization, or issuance of unpaid card or a direct debit).

In this situation, the Client undertakes to send funds to their Payment Account without delay in order to restore a positive or zero balance. In case of non-compliance with these obligations, Paynovate reserves the right to suspend or close the Payment Account and to use all means to recover the amounts due.

2.5. Inactive account

The Client's Payment Account is considered inactive when, after a period of twelve (12) months, it has not been the subject of any transaction (excluding management fees) on the initiative of the Client (or any User) and that the latter has not made any representations to Paynovate in any form whatsoever.

When the Account is considered inactive, Paynovate informs the Client by any means. In the absence of a response from the Client or any new transaction on the Account and in the case where the balance is positive, the Account will be closed at the end of a period of ten (10) years from the last transaction on the account. The Client will be informed by any means six (6) months before the effective closing of the Account.

The balance will be deposited with the authorized Institution and the sums may be claimed by the Client or his beneficiaries for twenty (20) years from their deposit. Paynovate may debit an inactive account management fee each year, to the extent permitted by law.

2.6. Anti money laundering and terrorist financing

As a Payment Service Provider, Paynovate is subject to the legal and regulatory provisions relating to the fight against money laundering and the financing of terrorism. For this purpose, Paynovate must carry out all the necessary procedures relating to the identification of the Client and, when applicable, the ultimate beneficial owner, as well as to the verification of the identity of the latter. Throughout the duration of the Contract, the Client undertakes to keep Paynovate informed about any changes without delay concerning, in particular, their activity, the identification of their corporate officers and beneficial owners, including a change of control.

In addition, Paynovate must inquire about the origin of the Payment Transactions, their purpose and the destination of the funds. From an operational point of view, Paynovate is required to set up a system for monitoring and detecting atypical payment transactions.

The Client undertakes to comply with obligations to combat money laundering and terrorist financing by providing information to Paynovate about any unusual Payment Transactions detected by Paynovate.

Paynovate reserves the right to request any other document or additional information if deemed necessary to meet its vigilance obligations in the sense of the fight against money laundering and the financing of terrorism. As such, Paynovate could postpone the opening of the Payment Account or temporarily block and even close it in case of persistent suspicion.

The Client ensures that:

● Incoming funds in their Paynovate Account are not obtained as a result of criminal activity

● The Client will not use services provided by Paynovate for any illegal purposes, including actions and transactions in order to legalize funds derived from criminal or other illegal activities

3. Execution of payment transactions

3.1. Payment transaction

A Payment Transaction is independent of the underlying civil or commercial obligation between the Client and the Payment Recipient. Paynovate therefore remains foreign to any civil or commercial dispute that may arise between the Client and the Beneficiary.

A Payment Transaction may be initiated by the Client who gives a Payment Order (transfer) directly, by the Client who gives a Payment Order through the Beneficiary (card) or by the Beneficiary (direct debit).

3.2. Security of payment instruments

The Client will take reasonable steps to maintain the security of their Custom Security Data. Upon knowledge of loss, theft, misappropriation or any unauthorized use of a payment instrument or related data, the Client shall promptly inform Paynovate for the purpose of blocking (or opposition) of the instrument, by email: support@paynovate.com. The Client can also claim a direct opposition from their Personal Area.

This request must be confirmed by letter with acknowledgment of receipt sent to the following address: Paynovate SA – Cantersteen 47, 1000 Brussels. Paynovate reserves the right to subsequently request a receipt or a copy of the complaint following the theft or fraudulent use of its Account. The Client undertakes to respond to Paynovate's request as soon as possible.

Paynovate executes the request for opposition as soon as it receives it. The event will be recorded and timestamped. An opposition number with timestamp will be communicated to the Client. A written confirmation of this opposition will be sent to the concerned Client by email.

In case of blocking (or opposition), Paynovate provides the Client, at their request and for eighteen (18) months from the blocking (or opposition), the elements allowing them to prove that they have successfully blocked (or opposed).

Any misrepresentation by the Client or Users may result in legal action. 3.3 Strong Client Authentication

In accordance with the law, Paynovate applies Strong Client Authentication when it:

- Accesses the Client's Online Payment Account;
- Initiates an Electronic Payment Transaction;
- Executes an Operation through a means of remote communication, which may involve a risk of fraud in payment or other fraudulent use.

Strong Authentication is performed by the input of a 2-factor authentication code received by SMS on the phone number associated with the User, in the dedicated field of the Application.

4. Execution of payment orders by transfer

4.1. General description

The Client may issue, via a User who has the necessary rights (Owner or Administrator) a payment Order by transfer from their Payment Account to an account opened in the books of another payment service provider.

The Client may initiate Transfer Orders in Euros only. The list of currencies covered is indicated in the Personal Area of the authorized User.

To initiate a Transfer Order, the User who has the necessary rights connects to his/her Personal Area using his/her Identification Data, entering:

- The amount of the Payment Transaction (the User must ensure that the Account has a balance sufficient to cover the amount of the Payment Transaction and any associated costs);
- The identity of the Beneficiary of the transfer as well as his/her bank details (IBAN);
- The execution date (in the absence of indication of date, the Transfer Order occurs immediately);
- The reason for payment;
- Currency.

The User is invited to check all of this information before validating the Transfer Order.

Paynovate provides the user with a service to verify the alignment between the Beneficiary name entered by the user, and the name known by the Beneficiary's payment service provider. This service, leveraging the European Payment Council's Verification of Payee rulebook, serves only to inform the client of any potential mismatches; the decision whether or not to proceed with the Payment Order remains solely with the Client.

In case the Payer indicates incorrect data of the Recipient, and the Payment Order is executed according to the data provided by the Payer, it shall be considered that Paynovate has fulfilled its obligations properly and shall not repay the transferred amount to the Payer. Paynovate commits to take all necessary actions to track the payment transaction and will seek to return the funds of the

payment transaction, however, in the event of failure to do so, the Payer shall directly contact the person who has received the transfer, on the issue of returning the money.

The consent of the User to the Transfer Order is collected according to the procedure indicated in the Personal Area. The User must follow any strong authentication procedure requested by Paynovate. The Transfer Order is irrevocable once it has been definitively validated by the User from his/her Personal Area. Paynovate will not accept any request for cancellation of a transfer beyond its date of irrevocability.

Transfer Orders are time stamped and kept for the applicable legal period. When the consent is given through a Service Provider providing a payment initiation service, the form of this consent is determined by the Client and the said Provider, under the conditions agreed between them. Paynovate is not a party to these conditions and does not have to verify the Client's consent.

When the Transfer Order is initiated, at the request of the Client, by a service provider providing a payment initiation service, the Client may not revoke the Order after granting consent.

4.2. Transfers denominated in Euros

The Transfer Order must comply with SEPA rules set forth in the "SEPA Credit Transfer Rulebook." The User has the option of issuing instant or standard Transfer Orders, one-time, or recurring Transfer Orders.

For instant Transfer Orders, the Transfer Order is deemed received by Paynovate once the User has definitively given his/her consent to the Order, according to the procedure indicated in the Personal Area ("Date of receipt"). It is expressly agreed that the Orders for Instant Transfers will be executed by Paynovate not later than the end of the Business Day following the Date of receipt of the Order by Paynovate. If the Date of receipt is not a Business Day, the Payment Order is determined to be received on the next Business Day. The Parties also agree that any Payment Order validated on a Business Day after 16:45 shall be received on the next Business Day.

With respect to standard Transfer Orders, they will be executed at the latest at the end of the day indicated by the Client. If it is not a Business Day, Paynovate will execute the Transfer Order on the next Business Day.

4.3. Refusal of execution

Paynovate may refuse to execute any incomplete or incorrect Transfer Order. The Client will then be asked to re-issue the Order to edit missing or incomplete information.

In addition, Paynovate may suspend a Transfer Order in the event of serious doubt of fraudulent use of the Account, unauthorized use of the Account, breach of security of the Account, suspicion of money laundering / financing of terrorism, or in the event of an assets-freeze order issued by an administrative authority.

In case of refusal of execution or blocking of a Transfer Order, Paynovate will inform the Client by any means as soon as possible, and at the latest by the end of the first Business Day following the Date of receipt. If possible, Paynovate will indicate the reasons for the refusal or blocking to the Client, unless prohibited by a relevant provision of national or European Union law. The Client is informed that such notification may be subject to the charges indicated in the Pricing if the refusal is objectively motivated.

4.4. Contestations concerning Payment Orders by transfer

If the Client wishes to contest an allegedly unauthorized or incorrectly executed Transfer, they must contact Paynovate's Client service by phone call or email as soon as possible after becoming aware of the discrepancy and no later than four (4) weeks following the registration of the Payment Transaction in the Account.

Unless Paynovate has reasonable grounds to suspect fraud by the Client or gross negligence on the part of the Client, Paynovate shall reimburse the Client for the amount of the payment Transaction

immediately after receiving the contestation, and in any event not later than the end of the following Business Day. Paynovate restores the Account to the state in which it would have been if the Unauthorized Payment Transaction had not taken place. Paynovate reimburses the Client under the same conditions when the Payment Transaction was initiated by a payment initiation service provider.

Fees and Pricing Conditions may be levied in the event of an unjustified contestation of a Payment Transaction. Paynovate cannot be held liable when the incorrect execution of the payment Transaction is the result of an error by the Client on the Unique Beneficiary Identifier (IBAN). Paynovate will endeavor to recover funds committed to the payment Transaction.

If Paynovate is unable to recover funds, the Client may request Paynovate to provide any relevant information it has in order to document its legal recourse to recover the funds.

4.5. Receiving transfers

Under the terms hereof, the Client expressly mandates Paynovate to receive SEPA Transfer Orders in Euros from an account opened in the books of a payment service provider located in the SEPA zone in their name and on their behalf.

Paynovate credits the Client's Payment Account not later than the end of the Business Day on which their own account has been credited with the funds. As soon as the transaction is credited to the Client's Payment Account, Paynovate shall make a summary of the transaction including the following information available in the Personal Area: amount, date and time, Payment Transaction number, name of the Payer, debited account, and reason of the Transaction (if applicable).

The Client having noticed that money has been credited to or deducted from their Paynovate Account by mistake or in other ways that have no legal basis, is obliged to notify Paynovate about it. The Client has no right to dispose of money that does not

belong to them. In such cases, Paynovate has the right, and the Client gives an irrevocable consent to deduct the money from their Paynovate Account without the Client’s order. If the amount of money in the Paynovate client’s Account is insufficient to debit money credited to or deducted from their Paynovate Account to their other accounts by mistake, the Client unconditionally commits to repay Paynovate the money credited to or deducted from the Paynovate Account to their other accounts by mistake in 3 (three) business days from the receipt of such request from Paynovate.

5. Direct debits

5.1. SEPA core and direct debits

The Client has the option of paying by SEPA direct debit for persons with whom they have a business relationship (the "Creditors"). For the purpose of this article, the term "Maturity Date" means the date of interbank settlement, i.e. the date of debiting the Client's Account.

5.2. Direct debit mandate (“Mandate”)

The Client who accepts the SEPA Direct Debit as a method of payment must complete the Mandate delivered by their Creditor and return it to them accompanied by a Bank Statement of Identity on which his BIC and IBAN appear. The physical person signing the SEPA Direct Debit Mandate must be a person authorized by the Client for this transaction. The Client undertakes to inform the Establishment of the signature of any Collection Order.

By signing the Direct Debit Mandate, the Client expressly waives the right to reimbursement of authorized and correctly executed transactions.

The Client may at any time revoke the Collection Order from their Creditor. In this case, they undertake to inform Paynovate immediately. Paynovate cannot be held responsible for a poorly executed operation due to a lack of information from the Client (for example: bank account number missing or bank details incomplete).

The Client undertakes to inform Paynovate immediately of any change to the Terms of Reference. Paynovate cannot be held responsible for a poorly executed operation due to a lack of information from the Client.

The Client may also revoke the Mandate at any time within their Personal Area or by contacting Paynovate. For this purpose, they shall communicate the unique Reference of the Mandate to Paynovate. The revocation must be requested by the Client at the latest before the end of the Business Day preceding the Expiration Date of the next withdrawal operation provided for by the Mandate.

The revocation entails the definitive withdrawal of the Client's consent to the execution of the Mandate. Paynovate will refuse all the Orders of Samples presented after the revocation of the Mandate by the Client.

A Money Order for which no SEPA Direct Debit Order has been submitted for a period of thirty-six (36) months becomes null and void. In this case, the Client must enter and validate a new mandate.

5.3. Direct debit orders

The Client is informed that their Creditor is required to provide them with advance notice of at least fourteen (14) calendar days before the SEPA Direct Debit Due Date, unless there is a specific Contract between the Client and the Creditor in the Mandate.

Upon receipt of this notification, the Client has the opportunity to verify compliance with their relationship with the Creditor. The Client must ensure that they has sufficient funds in their Account on the Due Date.

In the event of disagreement, the Client is invited to immediately address their Creditor so that the latter suspends the transmission of the Collection Order or issue an instruction for the revocation of the original Direct Debit Order.

Paynovate receives the Direct Debit Orders transmitted by the Creditor's payment service provider no later than the day before the Due Date. For a first recurring charge or for an one-off charge, Paynovate will verify the existence of the Client's consent and the validity of the Mandate. In case of inconsistency or incomplete data, Paynovate may reject the relevant Direct Debit Operation.

For the following recurring Direct Debits, Paynovate verifies the consistency of the mandate data with the data already recorded and the data of the Transactions. In case of inconsistency, Paynovate will contact the Client.

Paynovate debits the Client's Payment Account of the amount of the Transaction when no event is against it and provided that the Payment Account has a sufficient provision. The Client will receive a notification in their Personal Area to inform them of the amount debited from their Account.

5.4. Direct debit orders dispute

It is specified that the Client has no right to reimbursement if the mandate does not indicate the exact amount of the debit transaction and the amount of the transaction exceeds the amount to which the Client could reasonably expect.

The Client may request the refund of an unauthorized deduction within thirteen (13) months from the date of debiting their account, under penalty of foreclosure. This period shall be reduced to seventy (70) days if the Beneficiary's payment service provider is located in a State that is not a member of the European Union or the European Economic Area.

6. Force majeure

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures, labor strife, riots, war or terrorists attacks, pandemic context, nonperformance of our vendors or suppliers, fires or acts of nature, or any other event over which the respective party has no reasonable control.

However, nothing in this section will affect or excuse your liabilities or your obligation to pay fees, fines, disputes, refunds, reversals or returns under this agreement.

7. Warranties

By accepting the terms of this Agreement, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this Agreement; (b) any information you provide us about your business, products, or services is accurate and complete; (c) any Charges represent a Transaction for permitted products, services, or donations, and any related information accurately describes the Transaction; (d) you will fulfil all of your obligations to Customers and will resolve all Disputes with them; (e) you will comply with all Laws applicable to your business and use of the Services; (f) your employees, contractors and agents will at all times act consistently with the terms of this Agreement; (g) you will not use Payment Processing Services for personal, family or household purposes, for peer-to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and (h) you will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services.

You affirm that Paynovate does not control the products or services that you offer or sell or that your customers purchase using the payment processing services. You understand that we can’t guarantee and we disclaim any knowledge, that your customers possess the authority to make, or will complete, any transaction.

Paynovate disclaims any knowledge of, and do not guarantee:

- The accuracy, reliability, or correctness of any data provided through the services; - That the services will meet your specific business needs or requirements; - That the services will be available at any particular time or location, or will function in an uninterrupted manner or be secure;

- That Paynovate will correct any defects or errors in the service, API, documentations, or data and;

- That the services are free or viruses or other harmful code.

Use of data you access through the services is done at your own risk. You are solely responsible for any damage to your property, loss of data, or any other loss that results from such access. You understand that Paynovate makes no guarantees to you regarding transaction processing times or payout schedules.

Nothing in this agreement operates to exclude, restrict or modify the application of any implied condition, warranty or guarantee, or the exercise of any right or remedy, or the imposition of any liability under law where to do so would contravene that law or cause any term of this agreement to be void.

8. Liability

Under no circumstances will Paynovate be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Services or for the unavailability of the Services, for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this Agreement or your use of the Services, even if such damages are foreseeable, and whether or not you or Paynovate have been advised of the possibility of such damages.

Paynovate is not liable, and deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorized access or use of the Services, your Paynovate Account, or Data, or your failure to use or implement anti-fraud measures, Security Controls, or any other data security measure. Paynovate further deny responsibility for all liability and damages to you or others caused by

(a) Your access or use of the Services inconsistent with the Documentation;

(b) Any unauthorized access of servers, infrastructure, or Data used in connection with the Services;

(c) Interruptions to or cessation of the Services;

(d) Any bugs, viruses, or other harmful code that may be transmitted to or through the Services;

(e) Any errors, inaccuracies, omissions, or losses in or to any Data provided to us;
(f) third-party content provided by you; or

(f) The defamatory, offensive, or illegal conduct of others.

9. Dispute resolution

This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of Belgium, exclusive of conflict or choice of law rules. Nothing in this section will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

10. Entire Agreement

This Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between you and Paynovate for provision and use of the Services. Except where expressly stated otherwise in a writing executed between you and Paynovate, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services. This Agreement sets forth your exclusive remedies with respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under Law, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

11. Duration, Suspension and Termination

The Agreement is of unlimited duration.

Paynovate, at its own discretion, and taking into consideration a specific situation, giving preference to execution of legal acts applied to the activity of Paynovate, and interests of the Client, has the right to unilaterally and without a prior notice apply one or several of the following measures:

- To suspend execution of one or several Payment transfers
- To suspend the provision of all or part of Services to the Client
- To detain the client's funds that are matter of dispute
- To block the Account (i.e. fully or partially suspend Payment Transactions on the Account)
- To refuse to provide Services
- To return arrested funds from the Account of the Client to the primary sender funds

The aforementioned measures may be applied only in the following exceptional cases :

- If the Client essentially violates the Agreement or its Supplements
- If the activities of the client using a Paynovate Account have the potential to harm Paynovate's business reputation
- If the Client fails to complete the necessary identification procedures, or submit information required by Paynovate, or the Client provides information that does not conform to the requirements stipulated by legislation or Paynovate
- If Paynovate receives substantiated information about the Client's liquidation or bankruptcy case
- In cases specified by legislation
- In other cases stated in the Agreement or its Supplements.

You may terminate the Agreement and close your account by giving thirty (30) days written notice (by any medium). The closure commences on the day a party issues the written notice. Once the closure has come into effect the Client can no longer give instructions concerning accounts, and Paynovate

may reject any such instructions. Once the closure is effective Paynovate stops all related services. Any funds remaining after the closure of the online account will be transferred to any other external business bank account as indicated in the closure notice.

Paynovate has the right to terminate the Agreement giving at least two (2) months' notice to the Client by post or email, at the last communication address declared by the Client or by another durable medium.

Without prejudice to all other available rights of Paynovate under the applicable laws or this Agreement, and unless otherwise provided in the Specific Terms and Conditions, the Agreement may be terminated by Paynovate with immediate effect and without compensation fee if one of the following events occurs:

- The Client acts in contravention of generally accepted business practice;

- The Client violates the legal regulations (inter alia international regulations against money laundering) or violates the interests of Paynovate;

- The Client fails to respect this Agreement, for example, by not paying the services fees in due time (during two or more consecutive months)

- In case of any insolvency event concerning the Client or seizure procedures against the Client

- In case Paynovate or the client is denied or withdrawn any license, registration or approval by any Competent Authority or the Payment Scheme necessary to perform the Services.

12. Confidentiality and Data Protection

The Parties undertake to keep the technical and commercial information of each other secret, except for publicly available information which has become known to them while executing the present Agreement, and not transfer it to third parties without written consent from the other Party or its legal representatives.

The Client agrees for Paynovate to manage their Personal Data with an aim to provide services to the Client and execute other responsibilities under the present Agreement. The Parties guarantee the security of Personal Data received while executing the present Agreement. The above-mentioned Personal Data cannot be disclosed to third Parties without consent from the subject of this data, except for cases stated by the law or the present Agreement.

The data retention and protection issues are governed by the Supplement to the Agreement Privacy Policy, which the client read and commits to adhere it.

The Client undertakes to protect and not to disclose any Passwords, created by them or provided to them under the present Agreement. If the client has not complied with this obligation and/or could, but has not prevented it and/or performed such actions on purpose or due to own negligence, the Client fully assumes the losses and undertakes to reimburse the losses of the persons incurred due to the indicated actions of the Client or their failure to act.

In the event of loss of an Account Password or other Passwords by the Client or the Password(s) are disclosed not due to the fault of the Client or Paynovate, or in case a real threat has occurred or may occur to the Profile of the Client, the Client undertakes to change the Passwords immediately or, if the client does not have the possibility to do that, notify Paynovate thereof immediately. Paynovate shall not be liable for the consequences originating due to the notification failure.

After Paynovate receives the notification from the Client, Paynovate shall immediately suspend access to the Profile of the Client and the provision of Paynovate services until a new password or created for the Client.

Paynovate has the right to transmit all collected important information about the Client and their activity to other law enforcement institutions, public authorities and other financial institutions, it such is determined by the legislation, and in order to identify whether this Agreement and relevant legislation have not been or will not be violated.

Under the client's request, the Client's data may also be transmitted to payment initiation or account information service institutions. Paynovate may refuse to provide an account information service provider or a payment initiation service provider with access to the Client's Account based on objective and duly reasoned grounds relating to unauthorized or unfair access to the Account, gained by that account information service provider or payment initiation service provider, including unauthorized or unfair payment transaction initiation.

13. Complaints

If you have a complaint with the Payment Services we provide, please contact complaints@paynovate.com. If your complaint is unresolved, you may be entitled to refer to the Financial Ombudsman Service (https://www.ombudsfin.be/fr/particuliers/home).

14. Amendments

The contractual relationship between you and Paynovate shall commence immediately after you have been successfully registered as a Customer.

Paynovate is entitled to unilaterally amend the provisions of these General Terms and Conditions. The Client shall be informed of any changes to the General Terms and Conditions by means of a notification on the App or via email and a copy of the new General Terms and Conditions shall be sent to the Client on a durable medium, at his request.

Unless otherwise agreed, any changes to these General Terms and Conditions or other agreements shall take effect at the earliest within two (2) weeks from the date of their notification to the Customer. notification to the Customer.

The Client shall be deemed to have accepted amendments and additions to the Agreement unless it notifies Paynovate that it does not accept them before the expiry of the notice period, which shall result in the automatic termination of the Agreement.

Immediate or no notice shall be given in case Paynovate amends in any way or adds any provision to the Agreement where the amendment or addition is required in the event of any changes imposed on Paynovate by any Competent Authority or any applicable law.

15. Laws and jurisdiction

The Agreement is governed and shall be construed in accordance with the laws of Belgium.

Any dispute arising out of or in connection with the Agreement which shall not be amicably settled by the Parties through good faith negotiation within three (3) months after notification in writing by any of the parties shall belong to the exclusive jurisdiction of the Courts of Brussels (Belgium), even in case of side claim or counterclaim.